UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J & J SPORTS PRODUCTIONS, INC., Plaintiff,	:	Case No. CV 10-7130 BMS
v.	:	
ROBERT J. TALVACCHIA and AMELIA TALVACCHIA, Individually and d/b/a FLAT ROCK SALOON and TCOS ENTERPRISES, INC., an unknown business Entity d/b/a FLAT ROCK SALOON, Defendants/Third Party Plaintiffs,	:	
v.	:	
COMCAST CORPORATION, Third Party Defendants	:	

THIRD PARTY COMPLAINT AGAINST COMCAST CORPORATION

Defendants/Third Party Plaintiffs, Robert J. Talvacchia and Amelia A. Talvacchia, individually and d/b/a Flat Rock Saloon; and TCOS Enterprises, Inc., an unknown business entity d/b/a Flat Rock Saloon ("Flat Rock Saloon") (all collectively "Defendants"), hereby file this Third Party Complaint against Third Party Defendant, Comcast Corporation ("Comcast") and state as follows in support thereof:

1. Plaintiff, J&J Productions, Inc. ("Plaintiff") has filed a First Amended Complaint against Flat Rock Saloon pursuant to 47 U.S.C. 605, et seq. and 47 U.S. Section 553, et seq. A copy of the First Amended Complaint is attached hereto as Exhibit A.

2. On information and belief, Comcast is a Delaware corporation with a registered address at CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

3. Flat Rock Saloon innocently and without knowledge of wrongdoing ordered the December 6, 2008 fight between Oscar De La Hoya and Manny Pacquiao (the "Fight") from Comcast, its cable operator, through its commercial cable account. A copy of Flat Rock Saloon's Cable bill is attached here to as Exhibit B.

4. Flat Rock Saloon has a commercial account with Comcast, and therefore, Comcast was aware when Flat Rock Saloon ordered the Fight from Comcast, it was being purchased for commercial purposes.

5. Comcast failed to advise Flat Rock Saloon that it did not have the right to distribute the Fight to Flat Rock Saloon without first obtaining permission from Plaintiff.

6. Due to Comcast's actions in allowing Flat Rock Saloon to purchase the fight and failing to advise Flat Rock Saloon that it was required to obtain permission from Plaintiff to show the fight, Defendants have and will continue to suffer harm including, but not limited to, incurring costs and attorney's fees in connection with the present action and the threat of a potential judgment against them.

7. It is Defendants' position that if Plaintiff sustained the damages alleged in the First Amended Complaint then same were caused by the actions of Comcast.

8. Defendants therefore assert a right of indemnification and/or contribution against Comcast.

WHEREFORE, Comcast should be deemed solely liable to Plaintiff or jointly or severally liable with Defendants or liable over to Defendants by way of contribution or indemnity, including counsel fees and costs, for any such award of damages.

Defendants, Robert J. Talvacchia and Amelia A. Talvacchia, individually and d/b/a Flat Rock Saloon; and TCOS Enterprises, Inc., an unknown business entity d/b/a Flat Rock Saloon (collectively "Defendants"), demand a jury on all issues set forth in the Third Party Complaint and all amendments thereto.

GREEN, SILVERSTEIN & GROFF, LLC

By: /s/Joseph B. Silverstein
Joseph B. Silverstein, Esquire
Meaghan Petetti Londergan, Esquire
215 S. Broad Street, Suite 700
Philadelphia, PA 19107
(215) 972-0311

Attorneys for Defendants Robert J. Talvacchia and Amelia A. Talvacchia, individually and d/b/a Flat Rock Saloon; and TCOS Enterprises, Inc., an unknown business entity d/b/a Flat Rock Saloon

Dated: August 19, 2011

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Third Party Complaint was served upon the following via regular mail and/or electronic mail same is available for viewing and downloading from the ECF system:

Thomas P. Riley, Esquire
Law Offices of Thomas P. Riley, P.C.
1114 Fremont Avenue
South Pasadena, CA 91030

/s *Meaghan P. Londergan*
Meaghan P. Londergan, Esquire

Dated: August 19, 2011

EXHIBIT A

Thomas P. Riley, SBN 66599
LAW OFFICES OF THOMAS P. RILEY, P.C.
First Library Square
1114 Fremont Avenue
South Pasadena, CA 91030-3227

Tel: 626-799-9797
Fax: 626-799-9795
TPRLAW@att.net

Attorneys for Plaintiff
J & J Sports Productions, Inc.

FILED
FEB 16 2011
MICHAEL E. KUNZ, Clerk
By________ Dep. Clerk

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

J & J SPORTS PRODUCTIONS, INC., Plaintiff, vs. ROBERT J. TALVACCHIA and AMELIA A. TALVACCHIA, INDIVIDUALLY and d/b/a FLAT ROCK SALOON; and TCOS ENTERPRISES, INC., an unknown business entity d/b/a FLAT ROCK SALOON, Defendants.	Case No. CV 10-7130 BMS FIRST AMENDED COMPLAINT FOR DAMAGES DESIGNATION: PROPERTY RIGHTS

PLAINTIFF ALLEGES:

JURISDICTION

1. Jurisdiction is founded on the existence of a question arising under particular statutes. This action is brought pursuant to several federal statutes, including the Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The Cable & Television Consumer Protection and Competition Act of 1992, as amended, Title 47 U.S. Section 553, *et seq.*

2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C. Section 1331, which states that the district courts shall original jurisdiction of all civil actions arising under the Constitution, laws, or treaties, of the United States.

3. This Court has personal jurisdiction over the parties in this action as a result of the Defendants wrongful acts hereinafter complained of which violated the Plaintiff's rights as the exclusive commercial domestic distributor of the televised fight program hereinafter set forth at length. The Defendants' wrongful acts consisted of the interception, publication, and tortious conversion of said property of Plaintiff within the control of the Plaintiff in the State of Pennsylvania.

VENUE

4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Eastern District of Pennsylvania, because a substantial part of the events or omissions giving rise to the claim occurred in this District.

THE PARTIES

5. The Plaintiff, J & J Sports Productions, Inc. is, and at all relevant times mentioned was, a California corporation with its principal place of business located at 2380 South Bascom Avenue, Suite 200, Campbell, California 95008.

6. Plaintiff is informed and believes, and alleges thereon that defendant, Robert J. Talvacchia, is an owner, and/or operator, and/or licensee, and/or permitee, and/or person in charge, and/or an individual with dominion, control, oversight and management of the commercial establishment doing business as Flat Rock Saloon operating at 4301 Main Street, Philadelphia, Pennsylvania 19127.

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7. Plaintiff is informed and believes, and alleges thereon that defendant, Amelia A. Talvacchia, is an owner, and/or operator, and/or licensee, and/or permitee, and/or person in charge, and/or an individual with dominion, control, oversight and management of the commercial establishment doing business as Flat Rock Saloon operating at 4301 Main Street, Philadelphia, Pennsylvania 19127.

8. Plaintiff is informed and believes, and alleges thereon that defendant, TCOC Enterprises, Inc., is an owner, and/or operator, and/or licensee, and/or permitee, and/or person in charge, and/or an individual with dominion, control, oversight and management of the commercial establishment doing business as Flat Rock Saloon operating at 4301 Main Street, Philadelphia, Pennsylvania 19127.

COUNT I

(Violation of Title 47 U.S.C. Section 605)

9. Plaintiff J & J Sports Productions, Inc., hereby incorporates by reference all of the allegations contained in paragraphs 1-8, inclusive, as though set forth herein at length.

10. By contract, Plaintiff J & J Sports Productions, Inc., paid for and was thereafter granted the exclusive nationwide television distribution rights to *"The Dream Match": Oscar De La Hoya v. Manny Pacquiao, telecast nationwide*, which took place on Saturday, December 6, 2008 (this included all under-card bouts and fight commentary encompassed in the television broadcast of the event, hereinafter referred to as the "Program").

11. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., entered into subsequent sublicensing agreements with various commercial entities throughout North America, including entities within the State of Pennsylvania by which it granted these entities limited sublicensing rights, specifically the rights to publicly exhibit the Program to the patrons within their respective establishments (i.e., hotels, racetracks, casinos, bars, taverns, restaurants, social clubs, etc.)

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12. As a commercial distributor of sporting events, including the Program, Plaintiff J & J Sports Productions, Inc., expended substantial monies marketing, advertising, promoting, administering, and transmitting the Program to its customers, the aforementioned commercial entities.

13. With full knowledge that the Program was not to be intercepted, received and exhibited by entities unauthorized to do so, each and every of the above named defendants and/or their agents, servants, workmen or employees did unlawfully publish, divulge and exhibit the Program at the time of its transmission at their Philadelphia, Pennsylvania location (4301 Main Street, Philadelphia, Pennsylvania 19127). Said unauthorized interception, publication, exhibition and divulgence by each of the defendants was done willfully and for purposes of direct or indirect commercial advantage or private financial gain.

14. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of communications (such as the transmission for which Plaintiff J & J Sports Productions, Inc., had the distribution rights thereto).

15. By reason of the aforesaid mentioned conduct, the aforementioned defendants, and each of them, violated Title 47 U.S.C. Section 605, *et seq.*

16. By reason of the defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 605.

17. As the result of the aforementioned defendants' violation of Title 47 U.S.C. Section 605, and pursuant to said Section 605, Plaintiff J & J Sports Productions, Inc., is entitled to the following from each defendant:

(a) Statutory damages for each willful violation in an amount to $100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also

(b) the recovery of full costs, including reasonable attorneys fees, pursuant to Title47 U.S.C. Section 605(e)(3)(B)(iii).

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WHEREFORE, Plaintiff prays for judgment as set forth below.

COUNT II

(Violation of Title 47 U.S.C. Section 553)

18. Plaintiffs hereby incorporates by reference all of the allegations contained in paragraphs 1-17, inclusive, as though set forth herein at length.

19. The unauthorized interception, exhibition, publication, and divulgence of the Program by the above named defendants are prohibited by Title 47 U.S.C. Section 553 *et seq.*

20. By reason of the aforesaid mentioned conduct, the aforementioned defendants, and each of them, violated Title 47 U.S.C. Section 553, *et seq.*

21. By reason of the defendant's violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

22. As the result of the aforementioned defendant's violation of Title 47 U.S.C. Section 553, and pursuant to said Section 553, Plaintiff J & J Sports Productions, Inc., is entitled to the following from each defendant:

(a) Statutory damages for each willful violation in an amount to $50,000.00 pursuant to Title 47 U.S.C. 553 (b)(2) and also

(b) the recovery of full costs pursuant to Title 47 U.S.C. Section 553 (c)(2)(C), and also

(c) and in the discretion of this Honorable Court, reasonable attorneys fees, pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).

WHEREFORE, Plaintiff prays for judgment as set forth below.

COUNT III

(Conversion)

23. Plaintiffs hereby incorporates by reference all of the allegations contained in paragraphs 1-22, inclusive, as though set forth herein at length.

24. By its acts as aforesaid in interception, exhibiting, publishing, and divulging the Program at the above-captioned address, the aforementioned defendants, tortuously obtained possession of the Program and wrongfully converted it to its own use and benefit.

25. The aforesaid acts of the defendants were willful, malicious, and intentionally designed to harm Plaintiff J & J Sports Productions, Inc., and to subject said Plaintiff to economic distress.

26. Accordingly, Plaintiff J & J Sports Productions, Inc., is entitled to both compensatory, as well as punitive damages, from aforementioned defendant as the result of the defendant's egregious conduct and conversion.

WHEREFORE, Plaintiff prays for judgment as set forth below.

As to the First Count:

1. For statutory damages in the amount of $100,000.00 against defendants, and each of them, and
2. For reasonable attorney fees pursuant to statute, and
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and

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4. For such other and further relief as this Honorable Court may deem just and proper.

As to the Second Count:

1. For statutory damages in the amount of $50,000.00 against defendants, and each of them, and;
2. For reasonable attorney fees as may be awarded in the Court's discretion pursuant to statute, and;
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
4. For such other and further relief as this Honorable Court may deem just and proper.

As to the Third Count:

1. For compensatory damages in an amount according to proof against defendants, and each of them and;
2. For reasonable attorney fees as may be awarded in the Court's discretion pursuant to statute, and;
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
4. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Dated: 2/14/11

LAW OFFICES OF THOMAS P. RILEY, P.C.
By: Thomas P. Riley, Esquire
Attorneys for Plaintiff
J & J Sports Productions, Inc.

EXHIBIT B

Comcast
Visit us on the web at
www.comcast.com

ACCOUNT NUMBER	DATE DUE	TOTAL AMOUNT DUE
01691 127475-01-7	01/15/09	$227.31

✓ Indicates the Comcast services you subscribe to

FLATROCK SALOON

For service at:
4301 MAIN ST
PHILADELPHIA PA 19127-1504

How to reach us...

For Cust: Customer Service 24/7 call 215-581-6100
Lobby: 1700 N 49th Street Phila 19131
Monday Thru Friday 8:30AM To 6:00PM
Saturdays 8:30AM To 5:00PM

News from Comcast

Thank you for your prompt payment. For your convenience, we now provide you with more quick and easy payment options. Please contact your account executive or visit www.comcast.com to learn more about Comcast Pay Direct.

Effective 12/22/08, the monthly price of commercial Basic TV service with a contract will be increased from $20.00 to $24.95 excluding any applicable taxes and fees. If you are currently receiving commercial Basic TV service pursuant to a contract, this change will not impact the monthly price that you are paying for this service.

On 1/11/09, Comcast sales and billing inquiry service hours will change to 7am - 10pm daily. We will continue to receive service related calls 24 hours a day, 7 days a week.

Go paperless with Ecobill, learn how to view and pay your Comcast bill online at www.comcast.com/ecobill

Summary of Charges

Statement Prepared 12/21/08
Billed from 01/01/09 to 01/31/09

Previous Balance	161.08
Payments (received by 12/21/08)	161.08 cr
Comcast Cable Television	154.95
ON DEMAND / Pay Per View	54.99
Taxes, Surcharges & Fees	17.37
Total Due	**$227.31**

Detail of Charges on back

comcast.

Service Charges Detail

Date	Description	Amount
Previous Balance		$161.08
Payments		
12/04	Payment-Thank You	161.08 cr
Total Payments		$161.08 cr
Comcast Cable Television		
01/01 - 01/31	Comm'l Standard	79.95
01/01 - 01/31	Commercial Addl	28.95
01/01 - 01/31	Comm Dig Tier	25.95
01/01 - 01/31	Comm'l HDTV	13.00
01/01 - 01/31	Comm'l Box	6.80
01/01 - 01/31	Comm'l Remote	0.30
Total Comcast Cable Television		$154.95
ON DEMAND / Pay Per View		
12/06 08:30 P	DELAHOYA PACQUIAO	54.99
Total ON DEMAND / Pay Per View		$54.99
Taxes, Surcharges & Fees		
01/01 - 01/31	Sales Tax	6.36
01/01 - 01/31	City Sales Tax	1.01
01/01 - 01/31	Franchise Fee	10.00
Total Taxes, Surcharges & Fees		$17.37
	Total Due	**$227.31**